



December 28, 2005

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No. 02-6

RE: Request for Review for Funding Year 2005

CONTACT: Daniel Watts, Chief Operating Officer
eChalk Inc.
199 Water St, 16th Floor
New York, NY 10038-3526
Phone 212-809-8400

To whom it may concern:

This is a letter of appeal requesting review of three decisions made by the SLD, which denied 2005 funding to:

Lexington County School Dist 2
FCDL Date: 11/16/2005
Funding Request Number 1327973

Mercedes Independent School District
FCDL Date: 12/07/2005
Funding Request Number 1297902

Richmond County School District
FCDL Date: 12/27/2005
Funding Request Number 1277722

We understand that the reason that the SLD denied these applications for E-rate funding was because eChalk had one Effective Date rather than two dates, one associated with each signatory's name. The SLD explanation for the denials was as follows:

"FCC rules require that a contract for the products/services be signed and dated by both

parties prior to the filing of the Form 471. This requirement was not met.”

Subsequent to this denial eChalk has researched the FCC rules regarding contract dates. We believe that the denial is based on a rule stated in Paragraph 48 of the Fifth Report and Order, FCC 04-190, as follows:

“Contracts: Both beneficiaries and service providers must retain executed contracts signed and dates (sic) by both parties. All amendments and addendums to the contracts must be retained as well as all agreements related to E-rate between the beneficiary and the service provider, such as up front payment agreements.”

The language in the eChalk contract (Service Order Master Services Agreement documents) clearly state that both parties (eChalk, LLC and each school district) agreed that the date indicated at the top of the document is the Effective Date for the contract. For Example, the language in the Mercedes I. S. D. Service Order is as follows:

This order, made as of 2/8/05, (“Effective Date”), for the services set forth herein constitutes a Service Order to the Master Services Agreement #03-1742 between eChalk, LLC, (“eChalk”) and Mercedes I. S. D. (the “District”).

In addition, both parties (eChalk and the District) agree, in the Master Services Agreement, Section 9.1, that,

This Master Services Agreement shall become effective as of the Effective Date and shall remain in force until terminated.

This date governs both signatories and is equivalent to having two dates, one under each signature. This arrangement should meet the spirit and the letter of the FCC rule stated above.

eChalk uses one Effective date on the Service Order form specifically to clarify the contract date for Schools and Libraries Division (“SLD”) and the E-rate process. Formerly, when eChalk used an effective date and two signature dates on the document, it was unclear which of these dates met the criteria of “Contract Date” as required by the SLD.

We request that that these denials be reversed by the FCC, and that the SLD provide E-rate funding to these school districts.

Please let me know if I may answer any questions regarding this appeal.

Sincerely,

Daniel Watts
Chief Operating Officer